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AGREEMENT

BY AND BETWEEN

TOWN OF TRENTON

and

HIGHWAY DEPARTMENT TEAMSTERS LOCAL 182

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE SEPTEMBER 1, 2007

EXPIRING AUGUST 31, 2008



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 17 2009

ADMINISTRATION

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AGREEMENT

This Agreement made and entered into this 1st. day of September, 2004
by and between the **Town Board of Trenton, New York**, [Hereinafter referred
to as the "Employer" or "Management" or "the Town"] and **LOCAL UNION 182**,
Teamsters, Chauffeurs, Warehousemen and Helpers, affiliated with the
International Brotherhood of Teamsters, [hereinafter referred to as the "Union"
or the "Local"].

ARTICLE 1

RECOGNITION

1:01

The Town of Trenton agrees that Local Union No. 182, Teamsters, Chauffeurs,
Warehousemen and Helpers, affiliated with the International Brotherhood of
Teamsters, shall be the sole and exclusive representative for all employees
described in Article 2 for the purpose of collective bargaining.

1:02

The Union affirms that it does not assert the right to strike against the
Employer, to assist or participate in any such strike, or to impose upon its
members an obligation to conduct or to participate in such strike. The
Employer agrees that there shall be no lockout of employees and the Union
agrees that it shall not cause or sanction, either directly or indirectly, any

picketing or any other slowing down of work during the life of this Agreement. In the event of such unauthorized activity, the union shall notify the participating employees that their activities are in violation of this Agreement, and shall cease forthwith, and the Union shall order the employees to work immediately.

ARTICLE 2

BARGAINING UNIT

2:01

In accordance with the Certification of the Public Employment Relations Board dated December 8, 1977, the Bargaining Unit shall consist of all employees of the Highway Department. Specifically excluded are the Highway Superintendent, clerical, seasonal and temporary employees.

ARTICLE 3

MANAGEMENT RIGHTS

3:01

Without limitation upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise all normally accepted management prerogatives, including but not limited to:

- a. The right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency of employees;
- b. The scheduling of operations, the methods, processes and means of operating, including sub-contracting, if necessary;
- c. To take whatever action is necessary to carry out the mission of the Department in cases of emergency;
- d. To make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of this Agreement; and
- e. To determine the size of the work force.

3:02

It is understood and agreed by the parties that if the Town of Trenton determines that the subcontracting of the work of the Highway Department is necessary; such subcontracting will only be initiated in the event of an emergency or the Town does not have sufficient equipment or qualified employees as a supplement to the regular work force.

ARTICLE 4

NON-DISCRIMINATION

4:01

The Town of Trenton agrees that it will not discriminate in the hiring or promotion of employees because of race, religion, sex, age or national origin except where age or sex is a bona fide occupational qualification.

4:02

The Union agrees that it will not discriminate with respect to membership or representation because of race, religion, sex, age or national origin.

ARTICLE 5

PRODUCTIVITY

5:01

The Union recognizes the necessity of continuous improvement in productivity in the Highway Department of the Town of Trenton and, in this connection, will urge its members to cooperate with the Town in accomplishing this result.

ARTICLE 6

DUES DEDUCTION

6:01

The Town agrees that, during the life of this Agreement, it will deduct Union membership dues, Agency Fee amounts and assessments, if any, from the wages of employees who are members of the Bargaining unit and upon proper authorization for such deduction as provided by the Union. The amount of these monthly dues, Agency Fees and assessments, if any, shall be certified by the Secretary-Treasurer of Local Union No. # 182. The Town shall remit such deduction monies to the Union in the month in which the deduction is made.

6:02

The Union shall indemnify and save the Town of Trenton harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon check-off authorization cards signed by the individual employees and furnished to the Town for the purpose of complying with any of the provisions of this Article.

ARTICLE 7

PROBATIONARY EMPLOYEE

7:01

An employee is considered to be probationary for the first six [6] months of continuous employment after having been appointed to a full-time regular position in the Highway Department.

7:02

During the Probationary Period, the Town may terminate any Probationary Employee and there will be no obligation to re-employ such individual.

7:03

Upon completion of the Probationary Period, the employee shall be subject to the terms and conditions of the Collective Bargaining Agreement and his **length of service shall be calculated as of the initial date of employment.**

7:04

In the event an employee is hired as a Seasonal and/or Summer [Temporary] employee and is subsequently appointed to a full-time regular position in the Department, his Probationary Period may be reduced by the number of months worked as a Seasonal and/or Summer [Temporary] employee provided such service was within twelve [12] months of the appointment as a regular employee.

7:05

An employee who qualifies under Section 7:04, immediately above, and who receives credit for such Probationary Period will have his seniority adjusted by the time spent as a Seasonal and/or Summer [Temporary] employee calculated in full months.

ARTICLE 8

LENGTH OF SERVICE

8:01

Length of Service [Seniority] is defined as the length of an employee's continuous service with the Highway Department of the Town of Trenton from the last date of continuous employment within the Bargaining Unit.

8:02

The Town shall post on the Bulletin Board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the Unit.

8:03

(a) Layoff and Recall: Seniority shall be the factor in determining the order of layoff and recall.

(b) Call-Back:

Call-Back is defined as the return of an employee to work at the direction of the employer after the employee has concluded his/her regular shift and left the work location and prior to the start of his/her next shift. Seniority and the ability to perform the available work shall be factors in determining the order of call back. Seniority may be waived when an immediate response is necessary required.

8:04

An employee shall lose all seniority if he:

- a. voluntary resigns;
- b. is discharged for cause;
- c. accepts gainful employment while on an approved leave;
- d. is on layoff for a period in excess of one (1) year, or;
- e. does not return upon recall

ARTICLE 9

CLASSIFICATIONS

9:01

The classifications covered by this Agreement are in accordance with the Civil Service Law of the State of New York and the Rules and Regulations of the County of Oneida. The classification of Motor Equipment Operator is a non-competitive classification; that of Laborer is in the Labor Class.

9:02

An employee working in a higher classification shall be paid the rate of the higher classification for all hours worked in the higher classification.

ARTICLE 10

SEASONAL AND SUMMER [TEMPORARY] EMPLOYEES

10:01

A Seasonal employee is an employee who is employed as a Motor Equipment Operator or as a Laborer during the winter months. Such Seasonal employee shall be paid the negotiated rate for the classification in which hired.

10:02

A summer (temporary) employee is an employee who is employed during the summer months. Such summer (temporary) employee shall be paid at least the prevailing minimum wage established by Law.

10:03

It is understood and agreed by the Union that the Town of Trenton has the unlimited right to hire Seasonal or Summer (Temporary) employees when the work load requires such additional employees. Such Seasonal or Summer (Temporary) employees are not subject to any of the terms or conditions of this Agreement except where explicitly so stated.

ARTICLE 11

HOURS OF WORK

11:01 Work Day

The regular workday for all Full time employees of the Highway Department shall consist of either eight and one-half (8 ½) hours per day including a thirty (30) minute unpaid lunch period or ten and one half (10 ½) hours per day including a thirty (30) minute unpaid lunch period. The starting time of any shift shall be determined at the sole discretion of the Town.

11:02 Work Week

The regular work week for all employees of the Highway Department shall consist of forty [40] hours per week excluding the thirty (30) minute per day unpaid lunch period, (Monday through Friday). Employees who's most recent date of hire is prior to 9/1/07 will be permitted to work four (4) consecutive (Monday through Thursday or Tuesday through Friday) ten and one-half (10 ½) hour days including the thirty (30) minute unpaid lunch period, beginning April 15th and ending October 31st of each year.

ARTICLE 12

CALL-BACK PAY

12:01

Call-back is defined as the return of an employee to work at the direction of Management after the conclusion of his regular work shift and before the start of his next regular shift.

12:02

In the event that an employee is called back, as defined above, such employee shall receive a minimum of two [2] hours of pay at his regular straight-time hourly base rate.

ARTICLE 13

OVERTIME

13:01

Employees subject to the terms and conditions of this Agreement shall receive overtime at the rate of one and one-half [1 1/2] times their regular rate for all work in excess of eight [8] hours per day in any one continuous twenty-four period beginning with the starting time of the employee's shift or in excess of forty [40] hours in any one work week. (Employees working a four (4) day ten (10) hours per day summer schedule will receive the overtime rate for all hours

in excess of ten (10) hours per day or forty (40) hours in any one work week.) It is agreed and understood that there will be no pyramiding of overtime, [i.e., that periods of time worked by the employee for which he is already paid overtime would not be included to compute overtime for any further overtime during the work week].

13:02

For the purpose of computing the forty [40] hours per week, employees will be credited for eight [8] hours of work for a paid holiday and/or personal leave day which falls within their scheduled work week and such employee would have worked were it not a holiday or personal leave day.

ARTICLE 14

GRIEVANCE PROCEDURE

14:01

Any difference or disagreement between the Town of Trenton and the Union, or between the Town and any employee, or group of employees, involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner hereinafter set forth.

14:02

The Town recognizes the right of the Union to designate or elect a Union Steward from the Bargaining Unit to appear on behalf of the Union to represent employees in the processing of grievances. The local union shall provide the Steward with the proper grievance forms.

14:03

Time limits are established in each **Step of the Procedure** to insure that an alleged violation of the Agreement will be settled as expeditiously as possible. It is understood and agreed that if the Town fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievance shall be subject to appeal by the Union to the next higher Step of the Procedure. It is also agreed that no grievance is valid unless appealed within the time limits established.

14:04

Procedure

Step 1.

Any member having a grievance or any one designated member of a group having a grievance shall present the matter in writing to the Town Supervisor no later than thirty [30] days from the date on which the

grievance is alleged to have occurred or becomes known to the employee or employees. The Supervisor shall answer the grievance, in writing, within ten [10] working days of the date of receipt of the grievance, at which time a copy of the grievance and the Supervisor's response shall be sent to the Local Union and the Steward within the time constraints of Step 1.

Step 2.

In the event that the alleged grievance is not resolved in Step 1, the Union may appeal it within five [5] working days of the answer in Step 1, in writing, to the Town Board. The Board, or a committee of the Board, will meet within fifteen [15] working days of the date of appeal with representatives of the Union in an effort to resolve the grievance. The Board shall respond, in writing, to the grievance within ten [10] working days of the date of such meeting, at which time a copy of the proposed resolution be sent to the Local Union and the Steward within the time constraints of Step 2.

14:05

Arbitration

Any grievance within the scope of this Agreement, which is not settled in Step 2

of the Grievance Procedure herein provided, may be submitted to an arbitrator in the manner as set forth below.

- a. Notice of intent to appeal any grievance to an arbitrator must be filed, in writing, with the Town within seven [7] calendar days after the final decision has been given by the Town under Step 2 of the Grievance Procedure. If such notice is not received by the Town within the seven days referred to, then the decision of the Town under the Grievance Procedure shall be final.
- b. Within five [5] days after an Arbitration Notice has been filed, the party or parties shall request the New York State Public Employment Relations Board to submit the names of five [5] proposed arbitrators. The arbitrator shall be chosen by the parties alternately striking a name from the list. The order of striking names shall be determined by lot.
- c. The arbitrator shall have no power to add to or to subtract from or modify any of the Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply the provisions of this Agreement.

- d. The arbitrator shall render his decision within thirty [30] calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one [1] copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the Hearing if mutually agreeable to the parties.
- e. It is understood and agreed that the decision of the arbitrator shall be binding on the Union and its members, the employee or employees involved and the Town.
- f. The cost for any services of the arbitrator, including fees and expenses, if any, shall be borne equally by the Union and the Town. The cost of any additional services required by either party shall be borne by the party requesting such additional service.

ARTICLE 15

RULES AND REGULATIONS

15:01

The Town of Trenton may adopt, from time to time, and enforce reasonable

rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.

15:02

It is agreed that any new rules and regulations shall be posted on the Bulletin Board of the Highway Department Garage for five [5] working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

ARTICLE 16

DISCIPLINE AND DISCHARGE

16:01

It is agreed and understood that the Town of Trenton may discipline, suspend without pay or discharge any employee of the Highway Department for proper cause pursuant to Civil Service Law of the State of New York.

16:02

The Town of Trenton will usually utilize progressive discipline, consisting of a verbal warning, a written warning, suspension, or termination in appropriate circumstances involving minor offenses. Progressive discipline shall not be required, nor should it be expected, with respect to major infractions,

including, but not limited to, insubordination, misconduct, and alcohol/drug related offenses.

The Town of Trenton may impose more severe or less severe discipline as warranted by the circumstances of each offense and subject to the just cause standard.

16.03

It is further agreed that the Highway Department Superintendent will notify the Union Steward of any action taken under this Article.

16:04

In the event the disciplined employee desires to make a complaint concerning such discharge or suspension, he shall reduce the complaint to writing and shall present the complaint to the Union Steward. The complaint shall be signed by the employee.

16:05

If a Hearing is desired, the Union Steward shall file the complaint directly in Step 2 of the Grievance Procedure within five [5] working days, excluding Saturday and Sunday, after such discharge or suspension without pay. The

procedure outlined in Article 15, Section 15:04, Step 2 shall be followed in the processing of such complaint.

16:06

In the event the complaint is not resolved in Step 2 of the Grievance Procedure, the Union may, if it so desires, process the grievance to Arbitration as outlined in Article 15, Section 15:05.

ARTICLE 17

ABSENCES

17:01

An employee who remains away from work for any reason must notify the Highway Superintendent at least one [1] hour prior to the start of his shift.

17:02

An employee who reported his absence as outlined in Section 18:01, above, and who remains away from work for more than one [1] working week, unless on authorized Leave of Absence, shall be terminated. Should the employee believe that he has been unjustly treated, he may submit the matter to the Grievance Procedure.

ARTICLE 18

LAYOFF

18:01

In the event it becomes necessary to reduce the number of employees in the Highway Department, Seasonal and/or Summer [Temporary] employees will first be reduced. If further reductions are necessary, the layoff will be conducted in inverse order of seniority in the classification or classifications to be reduced.

18:02

If an employee in the classification of Motor Equipment Operator is to be laid off, such employee may replace the least senior employee in the classification of Laborer providing the Motor Equipment Operator has the necessary seniority.

18:03

If a Laborer is scheduled to be laid off, such Laborer may replace the least senior Motor Equipment Operator provided such Laborer had previously held the classification of Motor Equipment Operator while in the employment of the Town of Trenton, that he had voluntarily requested re-classification as a Laborer, that he has the necessary seniority and that he is qualified to perform the requirements of the classification of Motor Equipment Operator.

ARTICLE 19

RECALL

19:01

When recalling employees from layoff, the process used in effecting the layoff will be reversed, that is, the senior employee in the classification which is open will be the first to be recalled.

ARTICLE 20

HOLIDAYS

20:01

All regular, full-time, non-probationary employees covered by the terms and conditions of this Agreement shall be entitled to the following holidays without loss of pay during the life of this Agreement:

- | | |
|--------------------------|------------------------------|
| ▪ New Year's Day | ▪ Columbus Day |
| ▪ Martin Luther King Day | ▪ Election Day |
| ▪ Good Friday | ▪ Thanksgiving Day |
| ▪ Memorial Day | ▪ Day After Thanksgiving Day |
| ▪ Independence Day | ▪ Christmas Day |
| ▪ Labor Day | ▪ An Additional Day |

20:02

It is understood and agreed that, to be eligible for Holiday Pay, an employee must work the last scheduled work day prior to and the next scheduled work day following such holiday within his scheduled work week. This provision may be waived if the reason for such absence is acceptable to Management.

20:03

When a holiday falls on Saturday, it will be observed for pay on the previous Friday during November 1st through April 14th.

When a listed holiday falls on a Friday or Saturday, it will be observed for pay on the previous Thursday during April 15th through October 31st.

When a listed holiday falls on Sunday, it will be observed for pay on the following Monday.

20:04

Employees who have a date of hire with the Town prior to January 1, 2005 and are required to work on a designated paid Holiday shall continue to receive eight (8) hours of Holiday pay, plus time and one-half (1 ½) for all hours worked on the Holiday, plus eight (8) hours of equivalent time off with pay on a

day mutually agreed by The Employee and Highway Superintendent.

Employees who have a date of hire with the Town on or after 1/1/05 and are required to work on a designated paid Holiday shall select one of the following options:

(a) Receive eight (8) hours Holiday pay and time and one-half ($1 \frac{1}{2}$) for all hours worked on the Holiday

Or

(b) Be credited with eight (8) hours equivalent time off in lieu of the paid Holiday and be paid time and one-half ($1 \frac{1}{2}$) for all hours worked on the paid Holiday.

20:05

Employees who are entitled to a paid holiday and who are required to work on such Holiday will be paid at the rate of one and one-half [$1 \frac{1}{2}$] times their regular hourly rate for all hours worked on such holiday.

20:06

In the event that a holiday falls within an employee's vacation period, it is understood and agreed that such vacation period will be extended by an additional day.

20:07

It is agreed by the parties that the twelfth Holiday, which shall be known as a "Floating Holiday" shall be taken by the employees during the period extending from May 15th. to September 15th. For scheduling purposes employees shall, if possible, make their request for such Holiday at least two (2) weeks in advance of the date the Holiday is to be taken. It is further agreed that no more than two (2) employees will be scheduled for the Holiday on any one given day.

ARTICLE 21

VACATIONS

21:01

The vacation year for employees subject to the terms and conditions of this Agreement shall extend from January 1 of each calendar year through December 31 of the same year.

21:02

(a) Vacation allowance for employees who have a date of hire prior to January 1, 2005 shall be earned on the basis of continuous service with the Town of Trenton Highway Department and these employees will be credited with such earned vacation allowance on January 1st of each year.

(b) Employees who have a date of hire with the Town of Trenton on or after January 1, 2005 shall earn and be credited with the appropriate allowance of paid vacation pursuant to Section 22:05, upon completion of one (1) year of continuous full-time employment with the Town of Trenton Highway Department and upon each anniversary date of full time employment thereafter.

21:03

An employee who was originally hired as a Seasonal Employee and who is subsequently appointed as a full-time regular employee of the Highway Department and who receives any credit for such Seasonal employment in accordance with Article 8, Section 8:05 will have such seniority considered in the determination of Vacation Allowance.

21:04

Employees subject to the terms and conditions of this Agreement shall receive paid Vacation Allowance in accordance with the following schedule:

LENGTH OF CONTINUOUS SERVICE	ALLOWANCE
One year but less than three	10 Days
Three years but less than five	11 Days

Five years but less than seven	12 Days
Seven years but less than nine	13 Days
Nine years but less than ten	14 Days
Ten years but less than twelve	15 Days
Twelve years but less than fourteen	16 Days
Fourteen years but less than sixteen	17 Days
Eighteen years but less than twenty	18 Days
Twenty years but less than twenty-five	20 Days
Twenty-five years and over	25 Days

21:05

New hire employees schedule as of January 1, 2005:

One to Five	Years of Continuous Service	10 Days Vacation
Five to Ten	Years of Continuous Service	12 Days Vacation
Ten to Twenty	Years of Continuous Service	15 Days Vacation
Twenty & Over	Years of Continuous Service	20 Days Vacation

21:06

Employees eligible for Vacation Allowance in any Vacation Year must submit their vacation request prior to May 1st. of each year. It is understood and agreed that the Vacation Schedule for employees of the Bargaining Unit must be approved by the Highway Superintendent. The approved Schedule will be

posted on the Bulletin Board of the Highway Department no later than May 31st. In determining the Vacation Schedule, the requirements of the Highway Department must be given priority. It is understood and agreed, however, that seniority will be a determining factor when two or more employees request similar vacation periods.

21:07

It is further understood and agreed that unused Vacation Allowance will not accumulate.

21:08

In the event an employee leaves the employment of the Town of Trenton, he shall receive all vacation benefits due him as a result of continuous years of service. Benefit(s) shall be paid in weekly increments.

ARTICLE 22

LEAVES OF ABSENCE

22:01 Sick Leave

- a. Each full-time regular employee shall receive credit for one [1] day of paid Sick Leave for each two (2) full months of active employment commencing from the effective date of this Agreement.

- b. All future full-time regular employees, upon completion of their Probationary Period, shall be entitled to the same Sick Leave credit retroactive to the first day of their continuous employment.
- c. An employee may accumulate a maximum of no more than eight (8) weeks sick time, however, no accrual cash back of unused leave shall be allowed.
- d. Upon an employees' retirement from the Town, the Town of Trenton agrees to offer insurance assistance based on the current number of accrued sick days, not-to-exceed 40; solely for the purpose of extending the health care benefits for a maximum period of 18 months. Such benefit shall be calculated from number of allowable days times the current hourly rate.
- e. An employee who is absent from work as a result of personal illness or disability shall be paid for such days of absence because of illness or disability providing the following conditions are met:
 - The employee notifies the Highway Superintendent prior to the start of the shift on the first day of absence; and,

- The employee provides the Town with a Doctor's statement certifying the necessity for a Leave of Absence due to ill health by the fourth [4th] day after the initial day of disability.
- f. An employee who is absent because of illness for six [6] working days will be placed on an official Leave of Absence. The length of such Leave will be determined on the basis of the Doctor's statement.
- g. If an employee is eligible for New York State Disability Insurance or Worker's Compensation benefits, the daily dollar amount for which the employee is eligible under either of such Laws shall be subtracted from the employee's regular daily earnings and the Town shall pay the remainder as paid Sick Leave.
- h. It is understood and agreed that the Sick Leave accumulation shall only be reduced by that fraction of a day represented by the difference between the employee's regular daily wage and the daily amount paid either under the New York State Disability or the Worker's Compensation Law.

- i. If the illness or disability of an employee on a paid Sick Leave of Absence exceeds the number of Sick Days the employee may have, the paid Sick Leave will be recorded as an Unpaid Leave of Absence as of the day following the day any accumulated Sick Leave is exhausted.
- j. An employee shall earn up to a maximum of 165 sick days for the purpose of retirement. These days are earned at a concurrent rate with the employees usable sick time benefit. This section is covered by 41-J of the Retirement and Social Security Law, Appendix (A).

22:02. Personal Leave

- a. Upon completion of the Probationary Period each employee covered by this Agreement will be entitled to two (2) Personal Leave days each year. At the end of each calendar year unused Personal Leave days will be added to Accumulated Sick Leave and shall become a part of the maximum allowed Accumulated Sick Leave.
- b. Personal Leave Days are granted by the Town to enable employees to take care of personal matters which cannot be accomplished outside of normal working hours.

- c. It is understood and agreed by the parties that a Personal Leave Day or Days will not be used to extend vacation or holiday periods.

22:03. Bereavement Leave

- a. In the event of a death in a regular employee's immediate family, such employee will be granted time off with pay up to a maximum of three [3] days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral.
- b. For the purpose of such paid Bereavement Leave immediate family shall be defined as the employee's spouse, child or children, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-children, grandchildren and relatives whose primary place of residence is with the employee.
- c. In the event of a death in a regular employee's family as defined in this sub-section, the employee shall receive a maximum of two [2] days of Bereavement Leave with pay. For purposes of this sub-section family shall include grandparents, brother-in-law and sister-in-law.

- d. In order to receive Bereavement Leave the employee must show evidence of the relationship and of attendance at the funeral.

22:04 Jury Duty Leave

- a. Employees who are called for Jury Duty to serve as a juror shall notify the Highway Superintendent immediately upon receiving notification of such Jury Duty obligation.
- b. An employee on active status with at least one [1] year of seniority, who is called and reports for Jury Duty on a regular scheduled work day, will be paid the difference between the fee received for such service and his regular straight-time hourly earnings. Travel allowance, if any, is not considered as part of the Jury Duty payment. Proof of such Jury Duty service and the payment made therefore must be provided to the Town.
- c. An employee so called for Jury Duty shall report for work for any portion of the working day remaining after he is excused from Jury Duty that particular day provided that such release from Jury Duty is prior to 12 o'clock noon.

22:05. Unpaid Leave of Absence

- a. Upon presentation of a reason acceptable to the Town, an Unpaid Leave of Absence may be granted an employee for a period not to exceed ninety [90] days. Seniority shall not accumulate during such leave.
- b. It is understood and agreed that the granting of an Unpaid Leave of Absence will be contingent upon the ability of the Town to employ a Seasonal or Summer employee to replace the employee requesting such Leave if such replacement is deemed to be necessary.

ARTICLE 23

INSURANCE

23:01

NEW YORK STATE TEAMSTERS HEALTH AND HOSPITAL FUND

- a. Effective September 1, 2004 through August 31, 2007. The Company and the Union agree to recognize the standard New York State Teamsters Council Health and Hospital Plan Participation Agreement, including the attachments thereto, as applicable in this

contract, as if same had been incorporated herein for efficiency purposes, by reference.

- b. Medical coverage shall be at no cost to any current employee.

However, all new employees' hired after September 1, 2004 shall participate with a weekly contribution rate as described:

New Employees

Single Coverage	2007	\$20.00 per week by Employee
Two Person Coverage	2007	\$30.00 per week by Employee
Family Coverage	2007	\$40.00 per week by Employee

- c. The Town of Trenton is not required to maintain health care benefits for seasonal or temporary employees as per the direction of the Teamsters Health and Hospital Fund.

ARTICLE 24

PENSIONS

24:01

The Town of Trenton agrees to enroll all members of the Bargaining Unit under the applicable New York State Retirement program.

ARTICLE 25

WAGES

25:01

- **Effective September 1, 2007** - Hourly wage to be increased to \$17.75 per hour across the board.

25.02

All newly hired employees after ratification shall be hired at and shall then work for the periods specified at the following rates:

- (A) One dollar (\$1.00) an hour below the stated classification rates for the first six (6) months of employment.
- (B) Fifty cents (\$.50) an hour below the stated classifications for the second six (6) months of employment
- (C) After twelve (12) months, full contractual rate.

25:03

Shift pay differential to be paid on all hours worked swing shift (3 p.m. to 11 p.m.); additional \$.50 per hour. Night shift (11 p.m. to 7 a.m.), additional \$.75 per hour.

ARTICLE 26

CREDIT UNION

26:01

Upon receipt of lawful written Authorization from an Employee, the Employer shall deduct from the monies due the Employee the sum in such written authorization and shall remit such monies to one of the two (2) credit unions that have been designated between the Union and the Town.

26:02

All monies shall be remitted monthly to the designated Credit Union by check or electronically if available. A list of all employees for whom deductions have been made, indicating the amount deducted for each individual shall accompany the check or electronic transaction.

ARTICLE 27

LEGISLATIVE ACTION

27:01

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SUCH PROVISION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 28

WAIVER

28:01

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town of Trenton and the Union, for the life of this Agreement, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this

Agreement, even though such subjects of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

28:02

It is understood and agreed that the above Section does not bar the parties from mutually agreeing to enter into Collective Bargaining during the life of this Agreement.

ARTICLE 29

ALTERATION OF AGREEMENT

29:01

It is understood and agreed by the parties that the terms and conditions contained in this Agreement constitute the entire Agreement and is the final and binding Contract.

29:02

It is further understood and agreed that no agreements, alterations or modifications of the terms of this Collective Bargaining Agreement shall be made or recognized unless executed in writing between the Town of Trenton and the Union.

ARTICLE 30

ACTING FOREMAN

It is the desire of the parties to provide adequate supervision for the Highway Department in the event that the Highway Superintendent is unavailable for such supervision. It is, therefore, understood and agreed that the following Sections may be called into play when the Town Supervisor deems necessary:

- a. A member of the Bargaining Unit who is promoted to fill the unexpired term of an elected position within the Highway Department will not lose seniority within the Unit. Such seniority, however, shall be arrested for the period of time in such position. This Section references Article 9 (Length of Service) of the Collective Bargaining Agreement.**
- b. The classification of *Acting Foreman* shall be used in the event the Highway Superintendent is ill or on vacation. It is agreed by the parties that in the event the classification is filled by a member of the Bargaining Unit the seniority of such member will not be affected while in such temporary classification. This Section references Article 10 (Classifications) of the Collective Bargaining Agreement.**
- c. Acting Foreman shall receive compensation of \$1.00 an hour over the existing rate.**

ARTICLE 31

CLOTHING ALLOWANCE

31:01

Upon receipt the Town will reimburse each employee up to \$100.00 dollars for the purchase of O.S.H.A. approved safety toe work boots in each of the

following calendar years; 2008, 2009, 2010, & 2011.

Should an employee terminate employment with the Town of Trenton within ten (10) months after receiving this reimbursement, the Town will withhold and be reimbursed the amount paid from any monies due the employee at termination.

ARTICLE 32

DURATION

32:01

This Agreement settles in full all of the demands of the Union and the Union agrees that it will make no further demands of any kind for the duration of the Agreement.

32:02

This Agreement shall be **effective from September 1, 2007** and shall continue in full force and effect **to and including August 31, 2008** and shall thereafter automatically be continued from year to year after August 31, 2008 unless notice of termination or a desire to change or modify this Agreement is given by either party at least **sixty [60] days before** the expiration date. If such notice is forthcoming from either party, negotiations for a new Agreement will commence within thirty [30] days of such notice.

ARTICLE 33

HEALTH AND SAFETY CLAUSE

33.01

The Town of Trenton agrees to comply with all applicable Federal, State, Local and Municipality Health and Safety laws as they pertain to the Highway Department employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the 22nd day Of September, 2008.

For the Union

Teamsters Local Union 182
5 Rutger Park
Utica, NY 13501

For the Town of Trenton

Signature

Kelli Grimaldi Vance

Signature

Mark Scheidelman

Print Name Kelli Grimaldi Vance

Print Title

Business Agent

Print Name Mark Scheidelman

Print Title

Town Supervisor,
Town of Trenton

Date:

9/22/2008

Date:

9-22-08

APPENDIX “A”

SAVE YOUR SICK LEAVE

If you have accumulated sick leave at the time you retire, you may be able to increase your service credit by up to .63 of a year – that’s over 7 ½ months of additional service credit! Members in the Security Services and Security Supervisors negotiating units can increase their service credit by up to .77 of a year. In most instances, your total service credit directly affects the amount of your retirement benefit. **To be eligible, you must:**

- Be a New York State employee; **or**
- Working for an employer that elected to offer this benefit to its employees (if you’re not sure, check your Member Annual Statement – it will tell you if you are covered by Section 41-j of the Retirement and Social Security Law); **and**
- Retire directly from covered employment; **or**
- Retire within one year of leaving covered employment, **and**
- Not be paid for all or a portion of your accumulated sick leave. If you’re paid for a portion of your total sick leave credit, only the remaining unpaid portion will be used to increase your service credit at retirement.

Your additional service credit is determined by dividing your total unused, unpaid sick leave days (not-to-exceed 165 or 200 days for members in the Security Services or Security Supervisors negotiating units) by 260.

Example: 130 unpaid sick leave days divided by 260 - .50 or 6 months additional service credit.